

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HARLEY-DAVIDSON MOTOR
COMPANY, INC.,
Plaintiff,

v.

DONGGUAN HAOYUANXIN
JEWELRY CO., LTD., et al.,

Defendants.

Case No. 24-cv-00619

Judge John Robert Blakey

Magistrate Judge Sunil R. Harjani

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Harley-Davidson Motor Company, Inc. (“Plaintiff” or “Harley-Davidson”) against the fully interactive e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (collectively, the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”) based upon Plaintiff’s action for trademark infringement, counterfeiting, and false designation of origin;

This Court having entered upon a showing by Plaintiff a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

¹ The e-commerce store URLs are listed on Schedule A hereto under the Online Marketplaces.

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and





Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;





This Court further finds that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its [infringing] goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F. Supp. 3d 924, 934 (N.D. Ill. 2016). Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or from U.S. bank accounts, and have sold products using infringing and counterfeit versions of Plaintiff’s

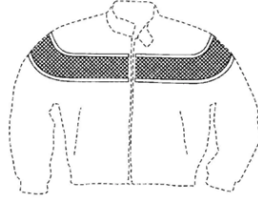
federally registered trademarks (the “HARLEY-DAVIDSON Trademarks”) to residents of Illinois. A list of HARLEY-DAVIDSON Trademarks is included in the chart below. See [17]; Exhibit 3 to the Declaration of Adraea Brown at ¶ 23; [16]. In addition, Plaintiff’s screenshot evidence confirms that each Seller Alias does stand ready, willing, and able to ship its counterfeit goods to customers in Illinois. *Id.* Moreover, several Seller Aliases have in fact shipped counterfeit goods to Illinois. *Id.*

| REGISTRATION NUMBER | REGISTERED TRADEMARK |
|--|------------------------------|
| 4,771,447 1,621,383 1,606,282 1,602,474 1,450,348 1,311,457 1,234,404 1,219,955 1,078,871 508,160 507,163 3,690,031 3,490,890 3,393,840 | HARLEY-DAVIDSON |
| 1,708,362 1,683,455 1,406,876 1,352,679 4,955,539 | HARLEY |
| 1,793,137 | HARLEY OWNERS GROUP |
| 1,654,280 2,315,877 1,534,449 2,042,130 | HD |
| 1,716,992 | HOG |
| 526,750 | HARLEY – DAVIDSON |

| | |
|--|--|
| 4,601,391 3,559,365 3,393,839 1,711,882 |  |
| 1,263,936 3,185,946 |  |
| 1,205,380 |  |
| 2,376,674 1,741,456 1,511,060 |  |
| 1,224,868 |  |

| | |
|------------------------|---|
| 3,447,304 |  |
| 3,697,874 3,697,875 |  |
| 3,074,276 3,018,481 |  |
| 2,979,002 |  |

| | |
|---|--|
| 2,973,501 |  |
| 4,601,394 |  |
| 3,304,863 |  |
| 4,844,360 4,771,442 4,528,269 4,465,604 4,465,650 |  |
| 5,346,467 | DAYMAKER |
| 1,316,576 | EAGLE IRON |
| 3,818,854 | FAT BOY |

| | |
|--|--|
| 5,346,443 5,493,726 2,530,093 5,770,303 | FXRG |
| 2,817,659 | MOTORCLOTHES |
| 3,734,072 | SCREAMIN' EAGLE |
| 1,434,821 | WILLIE G |
| 2,892,609 |  <p>“Orange Stripe Design” (a wide orange stripe outlined by two narrow stripes)</p> |
| 3,110,597 | STREET BOB |

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED THAT:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or

in active concert or participation with them be permanently enjoined and restrained from:

- a. using the HARLEY-DAVIDSON Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Harley-Davidson product or not authorized by Plaintiff to be sold in connection with the HARLEY-DAVIDSON Trademarks;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Harley-Davidson product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the HARLEY-DAVIDSON Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing HARLEY-DAVIDSON Trademarks and damaging Plaintiff's goodwill; and
- e. manufacturing, shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for

Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the HARLEY-DAVIDSON Trademarks, or any reproductions, counterfeit copies, or colorable imitations thereof.

2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Walmart Inc. ("Walmart"), Etsy, Inc. ("Etsy"), WhaleCo, Inc. ("Temu"), and DHgate.com ("DHgate"), (collectively, the "Third Party Providers") shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the HARLEY-DAVIDSON Trademarks.
3. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit HARLEY-DAVIDSON Trademarks in connection with the sale of products through at least the Defaulting Defendants' Online Marketplaces.

4. Plaintiff may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), eBay, DHgate, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, Walmart, Etsy, Temu, and Amazon Pay, by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on the Third Party Providers.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, shall within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants’ Seller Aliases or the Online Marketplaces from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defaulting Defendants’ assets.
6. All monies, up to the above identified statutory damages award, in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants’ financial accounts within seven (7) calendar days of receipt of this Order.

7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, shall within seven (7) calendar days:
 - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Adraea Brown, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within seven (7) calendar days of receipt of this Order.
8. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may


send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to the Declaration of Adraea Brown and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

Dated: April 17, 2024

Entered:


John Robert Blakey
United States District Judge

Harley-Davidson Motor Company, Inc. v. Dongguan Haoyuanxin Jewelry Co., Ltd., et al. - Case No. 24-cv-00619

Schedule A

| Defendant Online Marketplaces | | |
|--------------------------------------|-------------------------------------|--|
| No. | URL | Name / Seller Alias |
| 1 | hyxjewelry.en.alibaba.com | Dongguan Haoyuanxin Jewelry Co., Ltd. |
| 2 | cnmingyangflag.en.alibaba.com | Foshan Mingyang Textile Co., Ltd. |
| 3 | jzflag.en.alibaba.com | Jinan Jiezu Advertising Co., Ltd. |
| 4 | chchinaflag.en.alibaba.com | Linhai C & S Arts & Crafts Co., Ltd. |
| 5 | meishente.en.alibaba.com | Yiwu Meishente Jewelry Co., Ltd. |
| 6 | uqgift.en.alibaba.com | Yiwu Stanmore E-Commerce Firm |
| 7 | tonghuiflag.en.alibaba.com | Zhengzhou Tonghui Advertising Production Co., Ltd. |
| 8 | lichengguanggao.en.alibaba.com | Zhucheng Licheng Advertising Co., Ltd. |
| 9 | amazon.com/sp?seller=A2UHHAODDB91I5 | A2UHHAODDB91I5 |
| 10 | amazon.com/sp?seller=A38GCO27ZLACGI | BAIJAYING |
| 11 | DISMISSED | DISMISSED |
| 12 | amazon.com/sp?seller=A3PIP2T9POKIBT | Deliverywithin7-14days4596 |
| 13 | amazon.com/sp?seller=AP5K6EXOUW2JF | fuyangbizengshangmaoxing |
| 14 | amazon.com/sp?seller=A2FA6H7N0DB940 | FXGYouDongGS |
| 15 | amazon.com/sp?seller=A27N6JA6VY6P0W | golden2019 |
| 16 | amazon.com/sp?seller=AITA5RXETSP8L | guangzhourandongshangmaoyouxiangong si |
| 17 | amazon.com/sp?seller=A1P0J9FG426XL | guangzhoushihuyamaoyishanghang |
| 18 | amazon.com/sp?seller=AOYD1B01GP7AB | guangzhoushimoenshangmaoyouxiangong gsi |
| 19 | amazon.com/sp?seller=AZ9X9D3PC84C4 | haikoushiminyilaifuzhuangyouxiangongsi |
| 20 | amazon.com/sp?seller=A1PRRAJP08LPD | harley elite gear |
| 21 | amazon.com/sp?seller=A3KYGF70FMC3O4 | HDUS-Store |
| 22 | amazon.com/sp?seller=A2FA6T2RX0G9IM | Huitan Trading Company Limited |
| 23 | DISMISSED | DISMISSED |
| 24 | DISMISSED | DISMISSED |
| 25 | amazon.com/sp?seller=ACA0P8PGN5EGT | jinyuanme |
| 26 | amazon.com/sp?seller=A33PI9ZOU592RL | KeQiuYa |
| 27 | amazon.com/sp?seller=A2DR7B6UTR30E9 | KeWeiWangLuoKeJi |
| 28 | amazon.com/sp?seller=A3LZM17QATWZLB | kunmingejieshangmaoyouxiangongsi |
| 29 | amazon.com/sp?seller=A972J5OE2B0CE | maaiping youth |
| 30 | DISMISSED | DISMISSED |
| 31 | amazon.com/sp?seller=A8AEQYQMGL2Q4 | MIEGUOBAODANJIE |
| 32 | DISMISSED | DISMISSED |
| 33 | DISMISSED | DISMISSED |

| | | |
|----|-------------------------------------|--|
| 34 | amazon.com/sp?seller=A25F999LMRNHC2 | pu yang xian qing zu zhen da zhong bian li dian |
| 35 | amazon.com/sp?seller=A33Z3WSZQP8J59 | QiuShun |
| 36 | amazon.com/sp?seller=A1M3HC5JQ6PMJT | qiyongdianzi |
| 37 | amazon.com/sp?seller=AXFQBMY2MQI1 | qujingmizhuershangmaoyouxiangongsi |
| 38 | DISMISSED | DISMISSED |
| 39 | amazon.com/sp?seller=A31TLPNLAD7GQ5 | tianzek |
| 40 | DISMISSED | DISMISSED |
| 41 | DISMISSED | DISMISSED |
| 42 | DISMISSED | DISMISSED |
| 43 | amazon.com/sp?seller=A2YFJJ1RW76PC | XiaoHongUS |
| 44 | amazon.com/sp?seller=A272B96R5ZDX9I | XINYUSHOP |
| 45 | amazon.com/sp?seller=A23FCJVTSR36SR | XM.xinghe |
| 46 | amazon.com/sp?seller=A1APCIMZ8N3NQU | Yameijia |
| 47 | amazon.com/sp?seller=A1ZK766UGZ2HGF | YangYueYongHaiXinKeHeng |
| 48 | DISMISSED | DISMISSED |
| 49 | amazon.com/sp?seller=A1UASXSF2GLKG4 | ZhouKouLongLongShangMaoYouXianG ongSi |
| 50 | amazon.com/sp?seller=A18UO3TSFEUQRF | ZHUIXIN |
| 51 | amazon.com/sp?seller=A1OROPM7J7F16T | zsx001 |
| 52 | dhgate.com/store/21874575 | bikini store1 |
| 53 | dhgate.com/store/21919972 | ccawdb |
| 54 | dhgate.com/store/21897172 | clothingstorestyle |
| 55 | dhgate.com/store/21857408 | da fashion store |
| 56 | dhgate.com/store/21931188 | dhgateapp |
| 57 | dhgate.com/store/21924671 | dhgatestyle Store |
| 58 | dhgate.com/store/21846419 | facaiquchristmas |
| 59 | dhgate.com/store/21882613 | fjxp15 |
| 60 | dhgate.com/store/21866431 | geymf |
| 61 | dhgate.com/store/21927639 | ggtjhhsx |
| 62 | dhgate.com/store/21202641 | hxr1314 |
| 63 | dhgate.com/store/21866427 | imeav |
| 64 | dhgate.com/store/21800627 | jdee |
| 65 | dhgate.com/store/20121049 | lby888 |
| 66 | dhgate.com/store/21866396 | lqbyc |
| 67 | dhgate.com/store/21771092 | luckypans |
| 68 | dhgate.com/store/21945819 | mlyf001 |
| 69 | dhgate.com/store/21897334 | oktyglasses |
| 70 | dhgate.com/store/21945358 | outdoor_master |
| 71 | dhgate.com/store/21918877 | perfecttop6 |
| 72 | dhgate.com/store/21918882 | perfecttop8 |
| 73 | dhgate.com/store/21918884 | perfecttop9 |
| 74 | dhgate.com/store/21866432 | sadfk |
| 75 | dhgate.com/store/21706130 | smithsneaker |
| 76 | dhgate.com/store/13654520 | tiffany-jeweller |
| 77 | dhgate.com/store/21941006 | tshirt111 |

| | | |
|-----|---|-------------------------------|
| 78 | dhgate.com/store/21941024 | tshirt222 |
| 79 | dhgate.com/store/21815361 | ufo430 |
| 80 | ebay.com/usr/bobbi.l 2 | bobbi.l 2 |
| 81 | ebay.com/usr/charma-1822 | charma-1822 |
| 82 | ebay.com/usr/chen7787s | chen7787s |
| 83 | ebay.com/usr/chuon 45 | chuon 45 |
| 84 | ebay.com/usr/dan 9764 | dan 9764 |
| 85 | ebay.com/usr/felix. 5441 | felix. 5441 |
| 86 | ebay.com/usr/hidang-80 | hidang-80 |
| 87 | ebay.com/usr/isaiah3150 | isaiah3150 |
| 88 | ebay.com/usr/kimber7452 | kimber7452 |
| 89 | ebay.com/usr/leonel. 93 | leonel. 93 |
| 90 | ebay.com/usr/lieba 69 | lieba 69 |
| 91 | ebay.com/usr/liyh-0 | liyh-0 |
| 92 | ebay.com/usr/luug08 | luug08 |
| 93 | ebay.com/usr/mable. 35 | mable. 35 |
| 94 | ebay.com/usr/mikyla craft | mikyla craft |
| 95 | ebay.com/usr/nanjingmyxy | nanjingmyxy |
| 96 | ebay.com/usr/ngduon54 | ngduon54 |
| 97 | ebay.com/usr/nguy1048 | nguy1048 |
| 98 | ebay.com/usr/nhamdu-0 | nhamdu-0 |
| 99 | ebay.com/usr/phnguye75 | phnguye75 |
| 100 | ebay.com/usr/sqwlsx889 | sqwlsx889 |
| 101 | ebay.com/usr/tydho29 | tydho29 |
| 102 | ebay.com/usr/vuli 991 | vuli 991 |
| 103 | ebay.com/usr/xianqiankejigongsi | xianqiankejigongsi |
| 104 | ebay.com/usr/x-realparts | x-realparts |
| 105 | temu.com/m-3172127797899.html | Eudemons motorcycle franchise |
| 106 | DISMISSED | DISMISSED |
| 107 | temu.com/m-685357711308.html | Mibao Handicraft Factory |
| 108 | temu.com/m-4577848725411.html | Mingpeng home decoration |
| 109 | DISMISSED | DISMISSED |
| 110 | temu.com/m-634418210884181.html | yichuang shop |
| 111 | motorcyclehd.com | motorcyclehd.com |
| 112 | wish.com/merchant/65437b3b9cc3b1b385a5f3 | Xiaobin22 |
| 113 | wish.com/merchant/58f4ed940da9f9119ec1b9f | xiaoliangge |